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2017 JUN 23 PM 1:39

B2100A (Form 2100A) (12/15)

UNITED STATES BANKRUPTCY CLERK  
FOR THE DISTRICT OF NEBRASKA  
LINCOLN

## United States Bankruptcy Court

\_\_\_\_\_  
District Of Nebraska

In re Jimmie Martin Metzler III and Charity Spring Metzler,

Case No. 15-80226

### TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a).  
Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the  
transfer, other than for security, of the claim referenced in this evidence and notice.

US Bank Trust N.A., as trustee of  
Bungalow Series F Trust

\_\_\_\_\_  
Name of Transferee

Federal National Mortgage  
Association

\_\_\_\_\_  
Name of Transferor

Name and Address where notices to transferee  
should be sent:

c/o BSI Financial Services  
1425 Greenway Drive, Ste 400  
Irving, TX 75038

Phone: 972-347-4350

Last Four Digits of Acct #: 6107

Court Claim # (if known): 13-1

Amount of Claim: \$28,149.71

Date Claim Filed: 06/22/15

Phone: \_\_\_\_\_

Last Four Digits of Acct. #: 6107

Name and Address where transferee payments  
should be sent (if different from above):

c/o BSI Financial Services  
PO Box 679002  
Dallas, TX 75267-9002

Phone: \_\_\_\_\_

Last Four Digits of Acct #: \_\_\_\_\_

I declare under penalty of perjury that the information provided in this notice is true and correct to the  
best of my knowledge and belief.

By: [Signature]  
\_\_\_\_\_  
Transferee/Transferee's Agent

Date: 6/19/17

*Penalty for making a false statement:* Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

B2100B (Form 2100B) (12/15)

## United States Bankruptcy Court

\_\_\_\_\_ District Of Nebraska

In re Jimmie Martin Metzler III and Charity Spring Metzler,

Case No. 15-80226

### NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY

Claim No. 13-1 (if known) was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the transfer of that claim, the transferee filed a Transfer of Claim Other than for Security in the clerk's office of this court on \_\_\_\_\_ (date).

Name of Alleged Transferor  
Federal National Mortgage  
Association

Address of Alleged Transferor:

c/o Seterus, Inc.  
PO Box 1047  
Hartford, CT 06143

Name of Transferee  
US Bank Trust N.A., as trustee of  
Bungalow Series F Trust

Address of Transferee:

c/o BSI Financial Services  
1425 Greenway Drive, Ste 400  
Irving, TX 75038

#### ~~DEADLINE TO OBJECT TO TRANSFER~~

The alleged transferor of the claim is hereby notified that objections must be filed with the court within twenty-one (21) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court

Date: \_\_\_\_\_

\_\_\_\_\_  
CLERK OF THE COURT



314 S Franklin St / Second Floor  
PO Box 517  
Titusville PA 16354  
888-738-5873  
814-217-1366 Fax  
[www.bsifinancial.com](http://www.bsifinancial.com)

June 7, 2017

11

Sent via First Class Mail

JIMMIE M METZLER  
205 N ANDERSON AVE  
OAKLAND, NE 68045

New Account Number: REDACTED  
Old Account Number: REDACTED

### NOTICE OF SERVICING TRANSFER

The servicing of your mortgage loan is being transferred to BSI Financial Services, ("BSI Financial"), effective 6/1/2017. This means that after this date, a new Servicer will be collecting your mortgage loan payments from you. Nothing else about your mortgage loan will change.

Seterus, Inc., your prior servicer, was collecting your payments. Seterus, Inc., will not accept any payments received by you after the day preceding 6/1/2017.

As your new servicer, BSI Financial will start accepting payments received from you on or after 6/1/2017.

BSI Financial will collect your payments going forward. As your new servicer, BSI Financial will start accepting payments received from you on or 6/1/2017.

**Send all payments due on or after 6/1/2017 to BSI Financial at this address:**

**BSI Financial Services**  
PO Box 679002  
Dallas, TX 75267

If you have any questions for either your prior servicer, Seterus, Inc., or your new servicer BSI Financial, about your mortgage loan or this transfer, please contact them using the information below:

**Licensed as Servis One, Inc. dba BSI Financial Services**

BSI Financial Services NMLS # 38078. Customer Care Hours: Mon. - Fri. 8:00 am to 11:00 pm (ET) and Sat. 8:00 am to 12:00 pm (ET).

If you have filed a bankruptcy petition and there is an "automatic stay" in effect in your bankruptcy case or you have received a discharge of your personal liability for the obligation identified in this letter, we may not and do not intend to pursue collection of that obligation from you personally. If either of these circumstances apply, this notice is not and should not be construed to be a demand for payment from you personally. Unless the Bankruptcy Court has ordered otherwise, please also note that despite any such bankruptcy filing, whatever rights we hold in the property that secures the obligation remain unimpaired.



314 S Franklin St / Second Floor  
PO Box 517  
Titusville PA 16354  
888-738-5873  
814-217-1366 Fax  
[www.bsifinancial.com](http://www.bsifinancial.com)

**Prior Servicer:**

Seterus, Inc.  
Customer Care  
PO Box 1077  
Hartford, CT 06143  
866-570-5277

**New Servicer:**

BSI Financial Services  
Customer Care  
314 S Franklin St, 2<sup>nd</sup> Floor  
Titusville, PA 16354  
888-738-5873

**Under Federal law, during the 60 day period beginning on the effective date of the transfer of the loan, a loan payment received by your old servicer on or before its due date (including any grace period allowed under the mortgage loan instruments) may not be treated by the new servicer as late, and a late fee may not be imposed on you.**

If you are currently having your payments automatically withdrawn from your checking or savings account, they will stop that service on 5/31/2017. Please be sure to send a check to BSI Financial, for your next payment. If you would like to continue having your payment automatically withdrawn, BSI will be glad to set you up on our Automatic Withdrawal Program. Please call and ask for an ACH representative. You will be receiving a monthly statement in the mail from BSI. The following payment options are available to make your mortgage payment: regular mail, expedited or overnight mail such as UPS or FedEx, ACH weekly, ACH bi-weekly, ACH monthly, Pay by Web, Pay by Phone and Western Union.

We look forward to servicing your loan. Please contact us at 888-738-5873 with any questions or concerns.

Sincerely,  
Customer Care Department  
BSI Financial Services  
NMLS # 38078; # 126672

\* This is an attempt to collect a debt. Any information obtained will be used for that purpose.

Important note about insurance: If you have mortgage life or disability insurance or any other type of optional insurance, the transfer of servicing rights may not affect your insurance because we do not service mortgage life or disability premiums. However, if you wish to retain optional insurance, we would suggest that you contact your current optional product service provider.

Licensed as Servis One, Inc. dba BSI Financial Services

BSI Financial Services NMLS # 38078. Customer Care Hours: Mon. - Fri. 8:00 am to 11:00 pm (ET) and Sat. 8:00 am to 12:00 pm (ET). If you have filed a bankruptcy petition and there is an "automatic stay" in effect in your bankruptcy case or you have received a discharge of your personal liability for the obligation identified in this letter, we may not and do not intend to pursue collection of that obligation from you personally. If either of these circumstances apply, this notice is not and should not be construed to be a demand for payment from you personally. Unless the Bankruptcy Court has ordered otherwise, please also note that despite any such bankruptcy filing, whatever rights we hold in the property that secures the obligation remain unimpaired.



314 S Franklin St / Second Floor  
PO Box 517  
Titusville PA 16354  
888-738-5873  
814-217-1366 Fax  
[www.bsifinancial.com](http://www.bsifinancial.com)

### **Qualified Written Request - Notice of Error or Information Request**

Under the Real Estate Settlement Procedures Act, a qualified written request is a written correspondence (other than notice on your payment coupon or other payment medium supplied by us) regarding the servicing of your loan which identifies your name, account number, and the specific reasons for the request, such as an error on your loan account or a request for information. Any qualified written request you wish to submit must be sent to:

**BSI Financial Services**  
Attn: Qualified Written Requests  
PO Box 517, 314 S Franklin St, 2<sup>nd</sup> Floor  
Titusville, PA 16354

**Licensed as Servis One, Inc. dba BSI Financial Services**

BSI Financial Services NMLS # 38078. Customer Care Hours: Mon. - Fri. 8:00 am to 11:00 pm (ET) and Sat. 8:00 am to 12:00 pm (ET). If you have filed a bankruptcy petition and there is an "automatic stay" in effect in your bankruptcy case or you have received a discharge of your personal liability for the obligation identified in this letter, we may not and do not intend to pursue collection of that obligation from you personally. If either of these circumstances apply, this notice is not and should not be construed to be a demand for payment from you personally. Unless the Bankruptcy Court has ordered otherwise, please also note that despite any such bankruptcy filing, whatever rights we hold in the property that secures the obligation remain unimpaired.



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814-217-1366 Fax  
[www.bsifinancial.com](http://www.bsifinancial.com)

June 7, 2017

JIMMIE M METZLER  
205 N ANDERSON AVE  
OAKLAND, NE 68045

RE: Account Number: REDACTED  
Property Address: **509 N DAVIS AVE**  
**OAKLAND, NE 68045**

Dear Borrower:

Welcome to BSI Financial Services ("BSI Financial"). The servicing of your loan with Seterus, Inc., been transferred to BSI Financial, and BSI Financial is servicing the loan on behalf of the current creditor U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE OF BUNGALOW SERIES F TRUST, to whom the debt is owed.

As of the date of this letter, your total unpaid principal balance is \$26,125.34 due to U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE OF BUNGALOW SERIES F TRUST. As of the date of this letter, your escrow account balance is \$-4,596.89. The total debt inclusive of all past due interest and fees, if any, is \$35,012.40. Because of interest, late charges, and other charges that may vary from day-to-day, the amount due on the day you pay, may be greater; therefore, if you pay the amount shown above, an adjustment may be necessary after we receive your check. We will inform you of any adjustments prior to depositing the check.

For further information, please write to us at the address listed above or call us toll-free at 1-888-738-5873. Monday - Friday 8:00 a.m. - 11:00 p.m. (ET) and Saturday 8:00 a.m. - 12:00 p.m. (ET).

Unless you notify this office within thirty (30) days after receiving this notice, that you dispute the validity of this debt, or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within thirty (30) days after receiving this notice, that you dispute the validity of this debt, or any portion thereof, this office will obtain verification of the debt or obtain a copy of the judgment, and mail you a copy of the judgment or verification. Upon your written request within the thirty (30) day period after receiving this notice, for the name and address of the original creditor, this office will provide you with the name and address of the original creditor, if different from the current creditor.

**Licensed as Servis One, Inc. dba BSI Financial Services**

BSI Financial Services NMLS # 38078. Customer Care Hours: Mon. - Fri. 8:00 am to 11:00 pm (ET) and Sat. 8:00 am to 12:00 pm (ET). If you have filed a bankruptcy petition and there is an "automatic stay" in effect in your bankruptcy case or you have received a discharge of your personal liability for the obligation identified in this letter, we may not and do not intend to pursue collection of that obligation from you personally. If either of these circumstances apply, this notice is not and should not be construed to be a demand for payment from you personally. Unless the Bankruptcy Court has ordered otherwise, please also note that despite any such bankruptcy filing, whatever rights we hold in the property that secures the obligation remain unimpaired.



314 S Franklin St / Second Floor  
PO Box 517  
Titusville PA 16354  
888-738-5873  
814-217-1366 Fax  
[www.bsifinancial.com](http://www.bsifinancial.com)

A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

If you have any questions or concerns, please contact our office toll-free at 1-888-738-5873.

Sincerely,

BSI Financial Services  
NMLS # 38078; # 126672

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

TSST\_GR-8020-10202015\_CA08202015

**Licensed as Servis One, Inc. dba BSI Financial Services**

BSI Financial Services NMLS # 38078. Customer Care Hours: Mon. - Fri. 8:00 am to 11:00 pm (ET) and Sat. 8:00 am to 12:00 pm (ET).

If you have filed a bankruptcy petition and there is an "automatic stay" in effect in your bankruptcy case or you have received a discharge of your personal liability for the obligation identified in this letter, we may not and do not intend to pursue collection of that obligation from you personally. If either of these circumstances apply, this notice is not and should not be construed to be a demand for payment from you personally. Unless the Bankruptcy Court has ordered otherwise, please also note that despite any such bankruptcy filing, whatever rights we hold in the property that secures the obligation remain unimpaired.



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888-738-5873  
814-217-1366 Fax  
[www.bsifinancial.com](http://www.bsifinancial.com)

**Important Information About Your Rights**

BSI Financial Services

1425 Greenway Drive, Suite 400

Irving, TX 75038

(800) 327-7861

Fax: (972) 692-7083

NMLS # 38078

Office Hours: Mon. – Thurs. 8:00 am to 8:00 pm (ET), Fri. 8:00 am to 5:00 pm (ET), Sat. 8:00 am to 12:00 pm (ET).

Colorado Office Location: 13111 E. Briarwood Ave., Suite 340, Centennial, CO 80112 (303) 309-3839

Licensed as a Debt Collection Agency by the New York City Department of Consumer Affairs, (# 2001485-DCA).

North Carolina Collection Agency Permit (# 105608).

If you have filed a bankruptcy petition and there is an "automatic stay" in effect in your bankruptcy case or you have received a discharge of your personal liability for the obligation identified in this letter, we may not and do not intend to pursue collection of that obligation from you personally. If either of these circumstances apply, this notice is not and should not be construed to be a demand for payment from you personally. Unless the Bankruptcy Court has ordered otherwise, please also note that despite any such bankruptcy filing, whatever rights we hold in the property that secures the obligation remain unimpaired.

**Arkansas Residents**

BSI Financial is currently licensed in the state of Arkansas. Any complaints may be submitted to <http://www.securities.arkansas.gov/> or toll-free: 1-800-981-4429

**California Residents**

The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-

**Licensed as Servis One, Inc. dba BSI Financial Services**

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If you have filed a bankruptcy petition and there is an "automatic stay" in effect in your bankruptcy case or you have received a discharge of your personal liability for the obligation identified in this letter, we may not and do not intend to pursue collection of that obligation from you personally. If either of these circumstances apply, this notice is not and should not be construed to be a demand for payment from you personally. Unless the Bankruptcy Court has ordered otherwise, please also note that despite any such bankruptcy filing, whatever rights we hold in the property that secures the obligation remain unimpaired.





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PO Box 517  
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888-738-5873  
814-217-1366 Fax  
[www.bsifinancial.com](http://www.bsifinancial.com)

877-FTC-HELP or [www.ftc.gov](http://www.ftc.gov).

### **Colorado Residents**

FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE [WWW.COAG.GOV/CAR](http://WWW.COAG.GOV/CAR).

A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt.

### **Maryland Residents**

Per Maryland Code Commercial Law section 13-316(b)(5), BSI is required to inform you that a servicer's violation of this section will result in a servicer being held liable under subsection (e) of § 13-316.

### **Massachusetts Residents**

## **NOTICE OF IMPORTANT RIGHTS**

You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten days unless you provide written confirmation of the request postmarked or delivered within seven days of such request. You may terminate this request by writing to the debt collector.

### **New York Residents**

We are required by regulation of the New York State Department of Financial Services to notify you of the following information. This information is NOT legal advice:

Debt collectors, in accordance with the Fair Debt Collection Practices Act, 15 U.S.C. section 1692 et seq., are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to:

- (i) the use or threat of violence;
- (ii) the use of obscene or profane language; and
- (iii) repeated phone calls made with the intent to annoy, abuse, or harass.

#### **Licensed as Servis One, Inc. dba BSI Financial Services**

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814-217-1366 Fax  
[www.bsifinancial.com](http://www.bsifinancial.com)

If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt:

1. Supplemental security income, (SSI);
2. Social security;
3. Public assistance (welfare);
4. Spousal support, maintenance (alimony) or child support;
5. Unemployment benefits;
6. Disability benefits;
7. Workers' compensation benefits;
8. Public or private pensions;
9. Veterans' benefits;
10. Federal student loans, federal student grants, and federal work study funds; and
11. Ninety percent of your wages or salary earned in the last sixty days.

If you would like to learn more about your legal rights and options, you can consult an attorney or a legal assistance or legal aid organization.

#### **North Carolina Residents**

**BSI Financial Services ("BSI") is regulated by the North Carolina Commissioner of Banks (NCCOB). If you wish to submit a complaint about BSI, you may do so to the NCCOB, which provides an online complaint form on their website <http://www.nccob.gov/>, or you may call them at 919-733-3016 for more information and assistance.**

#### **Texas Residents**

COMPLAINTS REGARDING THE SERVICING OF YOUR MORTGAGE SHOULD BE SENT TO THE DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 NORTH LAMAR, SUITE 201, AUSTIN, TX 78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 877-276-5550.

A complaint form and instructions may be downloaded and printed from the Department's website located at [www.sml.texas.gov](http://www.sml.texas.gov) or obtained from the department upon request by mail at the address above, by telephone at its toll-free consumer hotline listed above, or by email at [smlinfo@sml.texas.gov](mailto:smlinfo@sml.texas.gov).

#### **Licensed as Servis One, Inc. dba BSI Financial Services**

BSI Financial Services NMLS # 38078. Customer Care Hours: Mon. - Fri. 8:00 am to 11:00 pm (ET) and Sat. 8:00 am to 12:00 pm (ET). If you have filed a bankruptcy petition and there is an "automatic stay" in effect in your bankruptcy case or you have received a discharge of your personal liability for the obligation identified in this letter, we may not and do not intend to pursue collection of that obligation from you personally. If either of these circumstances apply, this notice is not and should not be construed to be a demand for payment from you personally. Unless the Bankruptcy Court has ordered otherwise, please also note that despite any such bankruptcy filing, whatever rights we hold in the property that secures the obligation remain unimpaired.



314 S Franklin St / Second Floor  
PO Box 517  
Titusville PA 16354  
866-581-4514  
814-217-1366 Fax  
[www.bsifinancial.com](http://www.bsifinancial.com)

**Temporary Coupon**

Name: \_\_\_\_\_  
Loan # \_\_\_\_\_  
Property Address: \_\_\_\_\_  
\_\_\_\_\_

Amt of Regular Payment \_\_\_\_\_

**Allocation of Additional Funds:**

Late Fees  
Escrow  
Principal

Total Amount of Check: \_\_\_\_\_

Send payment to:  
**BSI Financial Services**  
PO Box 679002  
Dallas, TX 75267



1425 Greenway Dr  
Suite 400  
Irving, TX 75038  
Toll Free 866-581-4514  
Fax 972-518-1385  
www.bsifinancial.com

## AUTOMATIC CLEARING HOUSE APPLICATION

Dear BSI Customer(s):

BSI Financial Services is pleased to offer a free automatic payment option. Your monthly payments can now be automatically drafted from your checking or savings account each month on the date you choose. Proof of payment will appear on your bank statement.

Enclosed for your review is the ACH Application to be completed and returned to our office for processing. The form must be filled out in its entirety to be processed. You may keep a copy for your records.

### **Important Information:**

- \* Please allow up to 45 days for this application process.
- \* Please note that your loan must be current on the day we receive this completed application before the automatic payments can begin, and your account must remain current for the program to continue.
- \* Once your application is approved, you will receive a notification by mail showing when the program will begin.
- \* Please continue making payments until you receive the written confirmation of your first draft date.

We hope you enjoy the convenience of our automatic payment option and thank you for the opportunity to service your loan. If you have any questions, please call us at 1-800-327-7861 during our office hours Monday to Friday 8:00 a.m. to 11:00 p.m. (ET), Saturday 8:00 a.m. to 12:00 p.m. (ET).

Sincerely,

BSI Financial Services

ACH Department

Enclosure: Automatic Clearing House Application

Licensed as Servis One, Inc. dba BSI Financial Services. NMLS # 38078.

Colorado Office Location: 13111 E. Briarwood Ave., Suite 340, Centennial, CO 80112 (303) 309-3839. Licensed as a Debt Collection Agency by the New York City Department of Consumer Affairs, (# 2001485-DCA). North Carolina Collection Agency Permit (# 105608).

If you have filed a bankruptcy petition and there is an "automatic stay" in effect in your bankruptcy case or you have received a discharge of your personal liability for the obligation identified in this letter, we may not and do not intend to pursue collection of that obligation from you personally. If either of these circumstances apply, this notice is not and should not be construed to be a demand for payment from you personally. Unless the Bankruptcy Court has ordered otherwise, please also note that despite any such bankruptcy filing, whatever rights we hold in the property that secures the obligation remain unimpaired.

Automatic Mortgage Payment (ACH) Authorization Rev 7/2016

**AUTOMATIC CLEARING HOUSE APPLICATION**
**Loan Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Send completed application and a copy of a voided check or savings deposit slip to:**

★ Fax: (814) 286-5089 (Attn: ACH Dept.)

★ Mail: 314 S. Franklin St, Titusville, PA 16354 (Attn: ACH Dept.)

The form below must be filled out in its entirety to be processed. Please attach a voided check to this form. If you are using a savings account, we require a BANK STATEMENT or LETTER from the BANK which should include your name, bank routing and savings account number.

*Credit Union Members: to ensure prompt processing of your application, please verify your account number and routing/transit numbers with your credit union. The correct numbers may be different from what is printed on your check.*

Customer Information			
Borrower Name(s):		Contact Phone#:	<input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell
Mailing Address:		City:	State: Zip code:
Bank Account Information			
Please Select one: <input type="checkbox"/> Checking Account <input type="checkbox"/> Savings Account			
Bank Name:		Bank Phone Number:	
Bank ABA Routing Number:		Bank Account Number:	
Automatic Payment Amount			
Current monthly payment \$:			
Additional principal payment (optional) \$:		Additional Escrow payment (optional) \$:	Total of Additional: \$
Automatic Payment Withdrawal Date			
Desired start date: _____ (mm/dd/yy)			
Please Select <b>one</b> of the three draft options below. Details of each of the options are provided in the <b>FAQs</b> provided with this form:			
<input type="checkbox"/> Monthly Drafting (Please select a valid date): _____ (1 <sup>st</sup> to 30 <sup>th</sup> ONLY)			
<input type="checkbox"/> Bi-Weekly Drafting (Day of Week): _____			
<input type="checkbox"/> Weekly Drafting (Day of Week): _____			
To ensure proper drafting, a day of the week (Monday through Friday) will need to be selected for the weekly or bi-weekly options			
<b>IMPORTANT:</b> To ensure no late charges are assessed, you must select a Withdrawal Date PRIOR to the end of your monthly grace period. Generally payments are due on the first day of each month and the withdrawal date may be up to 15 days past your due date based on your grace period. Refer to your promissory note for your specific due date and grace period.			

**Auto Debit Authorization**

I authorize BSI Financial Services, its authorized representatives and service providers ("BSI"), and the above named bank to automatically debit my bank account monthly for the amount of (i) my monthly payment of principal, interest and escrow, which amounts are specifically set forth in my mortgage loan documents, plus (ii) any additional principal or escrow as indicated above. I understand that the payment amount for principal, interest, and escrow may vary from month to month due to changes in escrow requirements or principal and interest payments for adjustable type mortgages, if applicable. BSI is authorized to debit my bank account until BSI has received written or oral notification. Termination requests must be received by BSI three (3) business days prior to the next scheduled monthly debit.

I understand that (i) I must CONTINUE MAKING PAYMENTS until the date that my automatic payments will begin, of which BSI will notify me by mail and which may take up to 45 days, and (ii) my account must be current before the automatic payment will be authorized to begin.

The terms of this Authorization do not modify the terms of my loan. By signing below, I hereby agree to the terms stated above and the FAQs provided with this form, as well as acknowledge receipt of a copy of this Authorization that I may retain I acknowledge that should an electronic transfer under this agreement be returned to BSI for insufficient funds (NSF) I may be charged an NSF processing fee if permitted by applicable law and I will be responsible for making alternate arrangements for the payment to bring my account current and ensure future payments are posted within my grace period. I acknowledge that if I file for protection under the US Bankruptcy Code, this agreement will become null and void. By providing my cell phone number, I am granting BSI express consent to contact me at that number about my Loan and ACH application. My consent allows BSI to use text messaging, artificial or pre-recorded voice messages and automatic dialing technology for informational and account service calls. Message and data rates may apply.

**Sign Here:**

Borrower

Date

Co-Borrower

Date



Document Page 14 of 20  
 AUTOMATIC CLEARING HOUSE APPLICATION  
 Frequently Asked Questions (FAQs)

**How does the Automatic Clearing House ("ACH") Program work?**

Once you sign up with ACH, your mortgage payment will automatically deduct from your designated checking or savings account each month. Your mortgage payment will be drafted from your account on the date of your choice (**or following business day if the date you choose falls on a weekend or holiday**). A record of the transaction will appear as a debit (ACH) each month on your bank statement and your monthly billing statement from BSI.

**What amounts will be withdrawn?**

BSI will draft the amount of your current monthly payment, including principal, interest, applicable tax and insurance. By enrolling in this program, you agree and understand that the draft amount may vary due to changes in your escrow payment or principal and interest terms of your mortgage, as applicable.

**What are my withdrawal options?**

BSI offers the following options for withdrawal:

**Monthly:** Your monthly mortgage payment will be withdrawn on the same date each month and (12) twelve contractual payments will be applied to your loan each year

**Bi-Weekly Payments:** This option will draft an installment equal to half of your monthly contractual payment every two weeks. The funds will accumulate on the account until enough has been received to process and apply a single contractual payment. In months where more than two drafts occur within a calendar month, the additional funds will be applied to the principal balance.

**Weekly:** This option will draft an installment equal to one-quarter of your monthly contractual payment every week. The funds will accumulate on the account until enough has been received to process and apply a single contractual payment. In a year's time, 52 withdrawals will be made.

By selecting the **weekly** or **bi-weekly** option, you understand and agree that the withdrawn funds may not be applied to your mortgage immediately but held in a suspense account until sufficient funds have accumulated for a full monthly payment to be applied to the loan. In addition, the additional payment reduces your principal balance owed, enabling you to pay down your loan earlier and save money over the life of the loan.

**Can I still make additional principal payments or escrow deposits?**

Yes! If you want to make additional payments, you may designate on the application the amount of the principal and or escrow payment to be withdrawn in addition to your monthly payment. **The additional amount withdrawn will remain constant** regardless of any changes to your monthly payment.

**What happens if there isn't enough money in my account to cover this transaction?**

In the event you do not have sufficient funds in your account to cover the monthly payment amount on the transfer date, your bank may charge you an Overdraft/Insufficient Funds Fee. You should contact your bank to determine if this fee applies and the actual amount incurred. BSI will also assess an insufficient funds fee plus late charge and you will remain liable and responsible for any monthly payments which remain unpaid as a result of an unsuccessful attempted transfer from your account containing insufficient funds. If your loan is delinquent, we can cancel automatic payments, and you will have to make your payments directly to us.

**Why do I need to send a voided check or deposit slip with my application?**

The application and your voided check or deposit slip gives BSI the accurate information needed to begin the ACH service.

**When will I know when the automatic program is in effect?**

You will receive a confirmation letter specifying the date of the first scheduled ACH draft payment. Please continue to make the normal mortgage payments until you receive your confirmation letter.

**How do I terminate the automatic withdrawals or make changes?**

If you would like to terminate automatic withdrawals, you must notify us orally or in writing at least three (3) business days prior to the next scheduled draft date at the following address: BSI ACH Dept. 314 S. Franklin St, Titusville, PA 16354 **Or** fax notification to us at 814-286-5089 (send Attn: ACH Dept.) Any changes to your payment instruction, including changes to the payment amount and/or the payment account must be made in writing to the above address. We may change terms or fees or cancel the automatic payment program at any time. If notice is required, we will tell you in writing.

**If you have any additional questions**

Please call us at 1- 800-327-7861, Monday through Friday from 8:00 AM until 11:00 PM and Saturday from 8:00 AM until 12:00 PM Eastern Time. One of our Customer Service Representatives will be happy to answer your questions.

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Colorado Office Location: 13111 E. Briarwood Ave., Suite 340, Centennial CO 80112 (303) 309-3839. Licensed as a Debt Collection Agency by the New York City Department of Consumer Affairs, (#2001485-DCA). North Carolina Collection Agency Permit (#105608).

If you have filed a bankruptcy petition and there is an "automatic stay" in effect in your bankruptcy case or you have received a discharge of your personal liability for the obligation identified in this letter, we may not and do not intend to pursue collection of that obligation from you personally. If either of these circumstances apply, this notice is not and should not be construed to be a demand for payment from you personally. Unless the Bankruptcy Court has ordered otherwise, please also note that despite any such bankruptcy filing, whatever rights we hold in the property that secures the obligation remain unimpaired.

7/2016

Automatic Mortgage Payment (ACH) Authorization Rev

FACTS	WHAT DOES BSI FINANCIAL SERVICES DO WITH YOUR PERSONAL INFORMATION?	
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Social Security number, Income and Employment Information</li> <li>• Account Balances and Payment History</li> <li>• Credit History and Credit Scores</li> <li>• Mortgage Rates and Payments</li> </ul>	
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons BSI chooses to share; and whether you can limit this sharing.	
Reasons we may share your personal information	Does BSI share?*	Can you limit this sharing?
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	Yes*	No
For our marketing purposes—to offer our products and services to you	Yes	No
For joint marketing with other companies	Yes	No
For our affiliates' everyday business purposes—information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness	No	We don't share
For our affiliates to market you	No	We don't share
For nonaffiliates to market to you	No	We don't share
<b>Questions?</b>	<p>Call BSI Financial Services at (800) 327-7861.</p> <p>You may contact BSI at the phone number listed above, with any questions about the servicing of your loan.</p>	

\*Except as permitted by law, BSI does not share personal information in connection with the collection of a debt.

What we do	
How does BSI Financial Services protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does BSI Financial Services collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"><li>• Submit applications or provide your income or employment information</li><li>• Pay your bills or provide your mortgage information</li><li>• Give us your contact or income information</li><li>• Use our website</li></ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"><li>• sharing for affiliates' everyday business purposes—information about your creditworthiness</li><li>• affiliates from using your information to market to you</li><li>• sharing for non-affiliates to market to you</li></ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"><li>• <i>Our affiliates include nonfinancial companies, such as Entra Default Services.</i></li></ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"><li>• <i>BSI Financial Services does not share with nonaffiliates so they can market to you, except as permitted by law (see joint marketing)</i></li></ul>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"><li>• <i>Our joint marketing partners include financial service companies</i></li></ul>
Other important information	
<b>Special Notice for California and Vermont Residents:</b> Except for our everyday business purposes and/or our marketing purposes, we will not share your personal information without giving you additional privacy choices.	



**Servicemembers Civil Relief  
Act Notice Disclosure**

**U.S. Department of Housing  
and Urban Development  
Office of Housing**

**OMB Approval 2502-0584  
Exp 11/30/2014**

### **Legal Rights and Protections Under the SCRA**

Servicemembers on "active duty" or "active service," or a spouse or dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USC App. §§ 501-597b) (SCRA).

### **Who May Be Entitled to Legal Protections Under the SCRA?**

- Regular members of the U.S. Armed Forces (Army, Navy, Air Force, Marine Corps, and Coast Guard).
- Reserve and National Guard personnel who have been activated and are on Federal active duty.
- National Guard personnel under a call or order to active duty for more than 30 consecutive days under section 502(f) of title 32, United States Code, for purposes of responding to a national emergency declared by the President and supported by Federal funds.
- Active service members of the commissioned corps of the Public Health Service and the National Oceanic and Atmospheric Administration.
- Certain United States citizens serving with the armed forces of a nation with which the United States is allied in the prosecution of a war or military action.

### **What Legal Protections Are Servicemembers Entitled To Under the SCRA?**

- The SCRA states that a debt incurred by a servicemember, or servicemember and spouse jointly, prior to entering military service shall not bear interest at a rate above 6 % during the period of military service and one year thereafter, in the case of an obligation or liability consisting of a mortgage, trust deed, or other security in the nature of a mortgage, or during the period of military service in the case of any other obligation or liability.
- The SCRA states that in a legal action to enforce a debt against real estate that is filed during, or within one year after the servicemember's military service, a court may stop the proceedings for a period of time, or adjust the debt. In addition, the sale, foreclosure, or seizure of real estate shall not be valid if it occurs during, or within one year after the servicemember's military service unless the creditor has obtained a valid court order approving the sale, foreclosure, or seizure of the real estate.
- The SCRA contains many other protections besides those applicable to home loans.

### **How Does A Servicemember or Dependent Request Relief Under the SCRA?**

- In order to request relief under the SCRA from loans with interest rates above 6% a servicemember or spouse must provide a written request to the lender, together with a copy of the servicemember's military orders.  
[Note: Lender should place its name, address, and contact information here.]

Servis One, Inc. d.b.a. BSI Financial Services, Inc 314 South Franklin St. Titusville, PA 16354 1-800-327-7861

- There is no requirement under the SCRA, however, for a servicemember to provide a written notice or a copy of a servicemember's military orders to the lender in connection with a foreclosure or other debt enforcement action against real estate. Under these circumstances, lenders should inquire about the military status of a person by searching the Department of Defense's Defense Manpower Data Center's website, contacting the servicemember, and examining their files for indicia of military service. Although there is no requirement for servicemembers to alert the lender of their military status in these situations, it still is a good idea for the servicemember to do so.

### **How Does a Servicemember or Dependent Obtain Information About the SCRA?**

- Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. A military legal assistance office locator for all branches of the Armed Forces is available at <http://legalassistance.law.af.mil/content/locator.php>
- "Military OneSource" is the U. S. Department of Defense's information resource. If you are listed as entitled to legal protections under the SCRA (see above), please go to [www.militaryonesource.com/scra](http://www.militaryonesource.com/scra) or call 1-800-342-9647 (toll free from the United States) to find out more information. Dialing instructions for areas outside the United States are provided on the website.

# TYPICAL SERVICING-RELATED FEES THAT BSI MAY CHARGE BORROWERS

Below is a list of standard or common fees that BSI Financial Services ("BSI") may charge you, the borrower, depending on the services you request or the loan servicing activity that we perform and with respect to which we are entitled by applicable law or the loan documents to charge a fee. In some cases, BSI may retain the fee and in others the fee may be a pass-through fee that BSI pays to a third party vendor. In the case of a pass-through fee, BSI will never charge a borrower more money than it is charged by a third party vendor to perform the particular service. Actual fees may vary depending upon the terms of your loan documents, and are subject to all applicable laws and regulations.

**IMPORTANT NOTE:** This list does not include all fees and costs that may be charged for certain services that may be rendered to BSI, but charged to the borrower in connection with a bankruptcy or foreclosure or other litigation or default situation, including, but not limited to, foreclosure costs, bankruptcy fees, attorneys' fees, and court costs.

## Payment Processing Related Fees and Costs

Type	Description	Amount or Range of Charge
Late Charge	A fee for failure to make an installment payment on time due to a payment not being received within the grace period as specified in the mortgage loan documents.	5% of Principal & Interest or as otherwise permitted by the terms of the loan documents and/or state law.
NSF/Returned/Dishonored Check Fee	The fee that BSI will assess in the instance of a returned check or a rejected electronic payment due to insufficient funds.	\$0.00 - \$50.00 (varies by state).
Pay-By-Phone	Fee charged to allow payment on the phone with a live Loan Servicing Agent.	\$20.00 or as permitted by state law.

## Mortgage & Default-Related Fees and Costs

Type	Description	Amount Charge / Range
Appraisal	Fee charged by a professional, certified residential real estate appraiser to determine the market value of a mortgaged property, which includes an interior inspection of the dwelling.	Varies – typically \$350.00 - \$550.00.
Broker Price Opinion (BPO)	Fee charged by a real estate broker or other qualified individual to determine the estimated value of a property.	\$75.00 - \$125.00 or as otherwise permitted by state law
Document Recording Fee	The amount paid to the county recorder's office to make a document a matter of record.	Varies by county
Flood Certification	Fee charged by a flood certification vendor to determine if a mortgaged property is located in a flood zone.	\$8.00 - \$16.00 per certification
Lien Release Preparation Fee (pass-through by a third party)	Fee collected to prepare the documents to satisfy or release the lien.	\$54.00 or as permitted by state law

Type	Description	Amount Charge / Range
Lien Release Fee	Fee collected to record the documents to satisfy or release the lien.	Varies by County
Partial Release	Charge for processing the release of a portion of the mortgaged property.	\$500.00 for loans with a UPB <= \$750,000; \$1,000 for others
Priority Processing (Overnight Delivery)	Fee charged if customer requests expedited service.	\$0.00 - \$15.00
Property Preservation Fee	Fee charged by third party vendor to ensure that the condition and appearance of the mortgage property are maintained satisfactorily, as authorized in the mortgage.	\$0.00 to \$2500; and \$0.00 to \$110.00 for grass cuts
Subordination Agreements	An expense charged to the borrower to have the subordination prepared and submitted for investor approval. This fee is charged for the submission and is not dependent on approval or denial.	\$500.00
Title Search	Fee charged by a title company or title search provider to conduct a detailed examination of the land records and report the state of the title (that is, what liens and encumbrances affect the mortgaged property).	\$0.00 - \$500.00

LAW OFFICES OF MICHELLE GHIDOTTI  
5120 E. La Palma Ave., Ste. 206  
Anaheim Hills, CA 92807

June 16, 2017

Re: Case No.: 15-80226– Debtor(s): Jimmie Martin and Charity Spring Metzler

Dear Clerk of the Court:

Enclosed herewith is a Transfer of Claims and Check No. 3135 made payable to U.S. Bankruptcy Court in the amount of \$25.00 for the Transfer of Claim filing fee. Please file the enclosed document and enter the same on the docket. If you have any questions, please don't hesitate to contact me as follows:

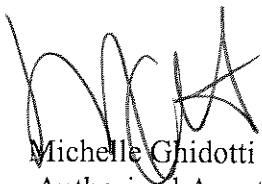
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5120 E. La Palma Ave., Ste. 206

Anaheim Hills, CA 92807

[mghidotti@ghidottilaw.com](mailto:mghidotti@ghidottilaw.com) (949) 354-2601

Thank You,



Michelle Ghidotti – Gonsalves, Esq.  
Authorized Agent for SN Servicing Corporation